

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 32	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 13-Mar-2014		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-6078 SEAN.J.MCHUGH1@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE N65236		7. ADMINISTERED BY (If other than item 6) NATIONAL INSTITUTE OF HEALTH OD/OA/OIAO/DITA/NITAAC 6011 EXECUTIVE BLVD SUITE 503G BETHESDA MD 20892-7260		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SMARTRONIX, INC. GOVERNMENT REPRESENTATIVE 44150 SMARTRONIX WAY HOLLYWOOD MD 20636-3172				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N65236-12-D-047W-V701			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2013			
CODE 03MT8		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, 43.103(a), and Mutual Agreement of Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: mchughsj142625 See Page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULA SOMERS / NEGOTIATOR TEL: 843-218-5976 EMAIL: paula.somers@navy.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 13-Mar-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SOC

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

MODIFICATION 01

1. The purpose of this modification is to obligate direct cite Cost Plus Fixed Fee (CPFF) funding in the amount of \$ 28,086.00 IAW 52.232-22 and at no additional cost to the Government incorporate the following by mutual agreement of parties and IAW 43.103(a):

A. Revised Section A entitled, "Contract Form"

B. Revised the PWS

C. Addition of Clause(s):

5252.216-9205

5252.223-9200

252.232-7003

5252.204-9202

5252.209-9201

5252.209-9202

5252.209-9203

5252.209-9205

5252.237-9602

D. Added the Ombudsman

The following have been modified:

CONTRACT FORM

1. This Order is for Amazon Web Services (AWS) Cloud Hosting – Computing, Storage Utility & Networking on a Cost-Plus-Fixed-Fee (CPFF) basis.

2. This Task Order (TO) is issued against the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officers-Solutions and Partners 3 (CIO-SP3) Government-Wide Acquisition Contract (GWAC) multiple award contract vehicle, Contract: HHSN316201200047W

3. The ceiling for this Order is (b)(4) and is broken out as follows:

Base Year: \$2,724,497.52

Option Year 1: (b)(4)

Option Year 2: (b)(4)

Total: (b)(4)

4. The withholding requirement under FAR 52.216-8 entitled "Fixed Fee" is hereby waived.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 2000

The CLIN extended description has changed to Smartronix shall also honor any proposed volume discounts for Reserved Instances, Storage, and Instance hour pricing as thresholds are met.

CLIN 2001

The CLIN extended description has changed to Smartronix shall also honor any proposed volume discounts for Reserved Instances, Storage, and Instance hour pricing as thresholds are met.

CLIN 2002

The CLIN extended description has changed to Smartronix shall also honor any proposed volume discounts for Reserved Instances, Storage, and Instance hour pricing as thresholds are met.

CLIN 3000

The cost constraint NTE has been added.

SUBCLIN 300001

The IDC type has changed from Indefinite Quantity to N/A.

The unit of issue Lot has been added.

The cost constraint has changed from NSP to NTE.

SUBCLIN 100002 is added as follows:

100002 ACRN AB Informational SubClin for accounting purposes only.

SUBCLIN 100003 is added as follows:

100003 ACRN AC Informational SubClin for accounting purposes only.

SUBCLIN 200002 is added as follows:

200002 ACRN AB Informational SubClin for accounting purposes only.

SUBCLIN 200003 is added as follows:

200003 ACRN AC Informational SubClin for accounting purposes only.

SUBCLIN 300002 is added as follows:

300002 ACRN AB Informational SubClin for accounting purposes only.

SUBCLIN 300003 is added as follows:

300003 ACRN AC Informational SubClin for accounting purposes only.

The following have been modified:

5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (APR 2000) (VARIATION)

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract. Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(End of clause)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

PWS

PERFORMANCE WORK STATEMENT (PWS) 05MAR14

SHORT TITLE: Amazon Web Services (AWS) Cloud Hosting – Computing, Storage, Utility & Networking Support

1.0 PURPOSE

1.1 BACKGROUND

The SPAWAR Cloud Services Integration (CSI) cloud brokerage function supports the rapid and appropriate delivery of cloud service offerings. With the consolidation and closing of physical data centers, DoD and other Civilian agencies are tasked with finding viable options to existing data center hosting services. In response to this need, the CSI Integrated Product Team (IPT) is charged with the development, oversight, and processes necessary to obtain cloud services. Its goal is to provision cloud services to authorized DoD consumers based upon their technical and policy requirements, and funding relationships.

1.2 SCOPE

The SPAWAR Cloud Services Integration (CSI) cloud brokerage function supports the rapid and appropriate delivery of cloud service offerings.

The CSI IPT offers cloud environment management through Amazon Web Services (AWS) via their cloud brokerage model, provides a framework for the assessment and migration of existing systems and applications, and works within DON, DoD and Federal policy to ensure full compliance of system and vendor architectures.

AWS is a web-based cloud computing service provider that operates both servers for receiving, routing, and distribution, and large-scale storage for file storage in geographically dispersed locations. The goal is to provision AWS cloud services to authorized DoD consumers based upon their technical and policy requirements and funding relationships.

SPAWAR intends to acquire Amazon Web Service (AWS) services as they are available and restrict usage to those that are accredited. Accredited services currently include the following services in Amazons GovCloud, East, and West Regions: Elastic Cloud Computing (EC2), Elastic Block Storage (EBS), Virtual Private Cloud (VPC), Simple Storage Service (S3), Simple Database (SimpleDB), CloudWatch, Route 53, Autoscaling, AWS Management Console, AWS Direct Connect, AWS Identity and Access Management (IAM), AWS Import/Export, Elastic Load Balancing, High Performance Computing, and VM Import/Export.

Smartronix will ensure the fulfillment of requests for accredited AWS in Amazon's GovCloud, East, and West Regions and provide business & technical support including training necessary to ensure CSI IPT's ability to provision, monitor and manage AWS Cloud Computing Services. Accredited AWS Services included are Elastic Cloud Computing (EC2), Elastic Block Storage (EBS), Virtual Private Cloud (VPC), Simple Storage Service (S3), Simple Database (SimpleDB), CloudWatch, Route 53, Autoscaling, AWS Management Console, AWS Direct Connect, AWS Identity and Access Management (IAM), AWS Import/Export, Elastic Load Balancing, High

Performance Computing, and VM Import/Export. Additionally Smartronix will provide additional AWS services as they become accredited in the future.

2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

All work will be accomplished using the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within individual tasks and will be specifically called-out in each task order. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors will be able to meet those cited when applicable to the task order.

2.1 REQUIRED DOCUMENTS

The following instructional documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	DoD 5220.22-M	DoD Manual – National Industrial Security Program Operating Manual (NISPOM)
b.	DoDD 5220.22	DoD Directive – National Industrial Security Program
c.	DoD 5200.2-R	DoD Regulation – Personnel Security Program
d.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program

2.2 GUIDANCE DOCUMENTS – Not Applicable

2.3 SOURCE OF DOCUMENTS

Smartronix will obtain all applicable documents. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

3.0 PERFORMANCE REQUIREMENTS

Smartronix, an AWS Premier Value Added Reseller, will provide coordination for SPAWAR on usage of AWS Services. Smartronix will: 1. Establish AWS accounts for SPAWAR; 2. Establish initial Administrative access; 3. Provide Program Management.

Establish AWS Accounts for SPAWAR:

Smartronix will create an AWS account for SPAWAR to manage their resources. This will be the account that Smartronix uses to monitor resource usage for Monthly reporting, Invoice Support Documentation and Contract Funds Status Reporting.

Establish Administrative Accounts:

Smartronix will provide SPAWAR with access to the initial Administrative user account(s) that have full AWS access. SPAWAR authorized personnel can then generate user's accounts for engineers and other SPAWAR authorized personnel to utilize the AWS resources. SPAWAR will manage all policy for the usage of the AWS resources and user accounts. Smartronix will have no access to the AWS resources (Smartronix access will be limited to visibility to resource utilization reporting for financial accounting purposes).

Program Management:

Smartronix will work closely with the government project manager and when applicable provide support at the sponsor level. Smartronix will assign a technical single point of contact, also known as the Program Manager (PM) who will work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Smartronix will also assign a Billing Analyst (BA) for billing related reporting, analysis and incidents. The PM and BA will provide the government project manager and COR with consolidate monthly reporting and billing for all AWS services provided.

Through this arrangement Task 1, Task 2 and Task 3 will be fulfilled as defined below.

3.1 Task 1: Amazon Web Services for Cloud Computing Platform Solutions

Smartronix will provide the following AWS Cloud Computing services for use by SPAWAR:

- Cloud computing platform, including the following solutions:
 - Application hosting
 - Backup and storage
 - Web hosting
 - Enterprise IT, and
 - Databases.
- Cloud computing instances
- Cloud networking
- Cloud utility services
- Cloud-specific training on AWS products and services

Smartronix will provide authorized SPAWAR administrators access to a web based Management Console that unifies and simplifies the user experience across these different areas of functionality. The user experience begins with a secure login for authentication, and then their resources access can be managed in the Identity and Access Management (IAM) service. All elements of the Console are user-targeted based on their specific needs. As such, all users must be authenticated to access the portal. Once in the portal, users only see the elements for which they have permissions.

3.2 Task 2: Utility-based Computing Services for Amazon Web Services Smartronix will provide AWS services in a utility model whereby DON is only billed for services that are reserved for, or consumed by, them, during the prior billing period. DON will have nearly unlimited resources available to them and will be responsible for their resource consumption and commitment of reservation of resources.

- Smartronix will provide the following in conjunction with the provisioning and usage of the AWS utility metered services (e.g. the billing and incident response capabilities):
 - Incident response
 - Utility-based billing
 - Comprehensive reporting on all assets provisioned, asset usage, service utilization
 - Access to Cloud training services
 - Billing Monitoring

3.3 Task 3: Geographically Dispersed Hosting and Networking Services for Amazon Web Services

Smartronix will provide SPAWAR the capability to use load balancing to automatically distribute incoming application traffic across multiple instances and enable greater fault tolerance as well as offer distribution functionality to make downloading and uploading items quicker for SPAWAR LANT.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 14 Apr 12, Smartronix will, ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

When applicable, Smartronix will be responsible for the following:

- 4.1.1 Ensure that no production systems are operational on any RDT&E network.
- 4.1.2 Follow DoDI 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.
- 4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.
- 4.1.4 Work with government personnel to ensure compliance with all current Navy IT & IA policies, including those pertaining to Cyber Asset Reduction and Security (CARS).
- 4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

4.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES - Not Applicable

4.3 SECTION 508 COMPLIANCE - Not Applicable

5.0 CONTRACT ADMINISTRATION

Smartronix will deliver an effective Contract Administration function that ensures the government's requirements are met, delivered on schedule, and performed within budget.

5.1 CONTRACT LIAISON

Smartronix will assign a technical single point of contact, also known as the Program Manager (PM) who will work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Our PM is ultimately responsible for ensuring that our performance meets all government contracting requirements within cost and schedule. The Smartronix PM has full authority and control over all company resources necessary for contract performance. Specifically, our PM will have the authority to approve task order proposals in emergent situations. The program manager will also have responsibility for personnel management; management of government material and assets; and personnel and facility security. In support of open communication, we will initiate periodic meetings with the COR.

5.2 CONTRACT MONITORING AND MAINTENANCE

Smartronix will deliver a thorough contract management process that is focused on effective monitoring and maintaining the contract. Smartronix' contract management process has been approved through our ISO and CMMI certifications.

5.2.1 Contract Administration Documentation

Smartronix will provide the following documentation:

5.2.1.1 Contract Status Report (CSR)

Smartronix will prepare and deliver a Contract Status Reports (CDRL A002) monthly at least 30 days after contract award on the 10th of each month. The contract status report will be provided to the COR in accordance with the DD1423.

5.2.1.2 Task Order Status Report (TOSR)

Smartronix will prepare and develop and submit a Task Order Status Reports (CDRL A004) both weekly and monthly. The report will include all costs required to support the contract. The TOSR include the following variations of reports:

(a) Monthly TOSR – The monthly TO status report will be provided to the COR and government Project Engineer. Commencing one full month after the TO award date, TO status reports will be submitted no later than the 10th of each month. The task order status report will be provided to the COR in accordance with the DD1423.

(b) Weekly TOSR – The Weekly TO Status Report will be emailed to the COR no later than close of business (COB) every Friday. The first report will be delivered on the first Friday following the first full week after the TO award date. The initial report will include a projected Plan Of Action and Milestones (POA&M). The weekly status report will, as a minimum, include the following items and data:

1. Notification when obligated costs have exceeded 75% of the amount authorized

(c) Data Calls – If required, a data call report will be emailed to the TO Originator and the COR within six working hours of the request. All information provided will be the most current. Cost and funding data will reflect real-time balances. Report will account for all planned, obligated, and expended charges and hours. The report will include, as a minimum, the following items and data:

1. Percentage of work completed (by contract and task order level)

2. Percentage of funds expended (by contract and task order level)

3. Updates to the POA&M and narratives to explain any variances

5.2.1.3 Task Order Closeout Report

Upon Task Order (TO) completion a TO Closeout Report (CDRL A005), will be developed and delivered no later than 30 days after the TO completion date. In accordance with the DD1423 the TO closeout report will be provided to the Contracting Officer and COR.

5.2.1.4 Contractor Manpower Reporting – Not Applicable

5.2.1.5 WAWF Invoicing Notification and Support Documentation

In accordance with contract clause 252.232-7003 and 252.232-7006, Smartronix will submit payment requests and receiving reports using Wide Area Work Flow (WAWF). We will provide e-mail notification to the COR when payment requests are submitted to the WAWF. If requested by the COR, Smartronix will provide a soft copy (CDRL A001) of the invoice and any supporting documentation in order to assist the COR in validating the invoiced amount against the products/services provided during the billing cycle. As applicable, Smartronix will forward copies of invoices to the COR immediately after submittal of WAWF payment request. For supplemental supporting documentation, Smartronix will forward to the COR within 24 hours from initial time of request.

5.2.1.6 Labor Rate Limitation Notification

Smartronix will monitor the following labor rates as part of the monthly contract and TO status reports:

(a) Average actual labor rates per person charged on contract/task order – If the average fully burden rate of any individual exceeds \$250K/yr (\$120.19/hr) and was not disclosed prior to the basic contract (or TO) award, Smartronix will send notice and rationale (CDRL A007) for the labor rate to the COR who will then send notification to the Contracting/Ordering Officer.

(b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, Smartronix will send notice and rationale (CDRL A007) for the rate variance to the COR who will then send notification to the Contracting /Ordering Officer. Contractors will additionally notify the government if variances exceed 20% for more than three consecutive months. Contractors will annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports. How well a contractor monitors labor rates will be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

5.2.1.7 ODC Limitation Notification

Smartronix will monitor Other Direct Costs (ODCs) as part of the monthly contract and TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs required in performance of the contract/task order. If the cumulative total cost of ODCs exceed the estimated total cost of ODCs (cumulative per contract or task order) by 10%, Smartronix will send notice and rationale (CDRL A007) for exceeding cost to the COR who will then send a signed memorandum to the Contracting Officer documenting the reasons justifying the increase of ODC.

5.3 CONTRACT ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Due to the type of work performed, there are organizational conflict of interest clauses that are applicable to this contract. The contract will follow the restrictions as cited in clause 5252.209-9201, 5252.209-9202, 5252.209-9203 and 5252.209-9205.

5.4 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this contract does not require Earned Value Management (EVM) implementation due to the cost of contract not exceeding \$20M;

6.0 QUALITY ASSURANCE

6.1 QUALITY ASSURANCE SYSTEM

In accordance with the provisions of FAR 52.246-11, Smartronix will provide and maintain a quality/inspection system that, as a minimum, adheres to the requirements of ANSI/ISO Q9001 (Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing). The Smartronix quality system is compliant with ISO-9001 and SEI CMMI level 3. The Smartronix quality system will be made available to the government for review at both a program and worksite services level. We recognize that the Government reserves the right to disapprove the Contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level.

6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

6.2.1 General

Smartronix has processes in place that will coincide with the government's quality management processes. As required, we will use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. Smartronix will provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program.

6.3 QUALITY CONTROL

Smartronix is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that Smartronix provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

6.4 QUALITY MANAGEMENT DOCUMENTATION – Not Applicable

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS), the Smartronix will provide the following documents: Cost and Schedule Milestone Plan (CDRL A010) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A011) submitted monthly.

CDRL #	Description	PWS Reference Paragraph
A010	Cost and Schedule Milestone Plan	6.4
A011	Contractor CPARS Draft Approval Document (CDAD) Report	6.4

7.0 DOCUMENTATION AND DELIVERABLES

7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. Smartronix will establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task.

CDRL #	Description	PWS Reference Paragraph
A001	Invoice Support Documentation	3.1.1, 3.1.2, 3.1.3
A002	Contract Status Reports	5.2.1.1
A003	Staffing Plan	8.2.1
A004	Task Order Status Report (TOSR)	5.2.1.2, 11.2.4
A005	Task Order Closeout Report	5.2.1.3, 11.5
A006	Contractor Manpower Quarterly Status Report (QSR)	5.2.1.4
A007	Limitation Notification & Rationale	5.2.1.6, 5.2.1.7
A008	Quality Assurance Plan	6.1
A009	Contract Funds Status Report (CFSR)	5.4
A010	Cost and Schedule Milestone Plan	6.4
A011	Contractor CPARS Draft Approval Document (CDAD) Report	6.4

7.1.1 NON-DATA DELIVERABLES

The following table lists all required non-data deliverables:

#	Deliverable Description	TO PWS Reference	Date Due
1	S3 Service Level Agreement (SLA)	6.4	At time of Award
2	EC2 Service Level Agreement (SLA)	6.4	At time of Award

7.2 ELECTRONIC FORMAT

At a minimum, Smartronix will provide deliverables electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, Smartronix will guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data will be provided in an editable format compatible with SSC Atlantic corporate standard software configuration as specified below. Smartronix will conform to SSC Atlantic corporate standards within 30 days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

7.3 INFORMATION SYSTEM

7.3.1 Electronic Communication

Smartronix will have broadband Internet connectivity and an industry standard email system for communication with the government. We will be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract will be accessible by email through individual accounts during all working hours.

7.3.2 Information Security

Smartronix will provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information will only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

7.3.2.1 Safeguards

Smartertronix will protect government information and will provide compliance documentation validating they are meeting this requirement. We will abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as Controlled Unclassified Information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DOD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions will meet FIPS 140-2 compliance requirements.
- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- (g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- (i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:
 - 1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - 2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 - 3. Prompt application of security-relevant software patches, service packs, and hot fixes.
- (a) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(b) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

7.3.2.2 Compliance

Smartronix shall ensure that their quality processes procedures are compliant with information security requirements.

8.0 SECURITY

Document Number	Title
DoD 5205.02-M	DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08
DoD 5220.22-M	DoD Manual – National Industry Security Program Operating Manual (NISPOM)
DoD 5200.2-R	DoD Regulation – Personnel Security Program
DoDD 5205.02E	DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12
DoDD 5220.22	DoD Directive – National Industrial Security Program
DoDD 8500.1	DoD Directive – Information Assurance
DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
SPAWARINST 3432.1	SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05
NIST SP 800-Series	National Institute of Standards and Technology Special Publications 800 Series – Computer Security Policies, Procedures, and Guidelines
SPAWARSYSCENCHASNINST 12900.1A	SPAWARSYSCEN Charleston Instruction – Check-in and Check-out Procedures, 18 May 2005
HPSD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
DTM-08-003	Directive-Type Memorandum 08-003 – Next Generation Common Access Card (CAC) Implementation Guidance, December 1, 2008
FIPS PUB 201-1	Federal Information Processing Standards Publication 201-1 – Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006
Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification

8.1 ORGANIZATION

8.1.1 Classification

All work performed under this contract will be “unclassified.”

8.1.2 Security Officer

Smartronix will appoint a Security Officer to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The Security Officer will be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the Staffing Plan document, which is part of Attachment 1 of CSR (CDRL A002) – applicable Staffing Plan sheets include: Security Personnel Tracking sheet, CAC SPAWAR Badge Tracking sheet, Mandatory Training Sheet, and IAWF Personnel sheet.

8.2 PERSONNEL

Smartronix will conform to the security provisions of DoD 5220.22M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD-8570.01M/DoD-8140, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, we will ensure their personnel possess and can maintain security clearances at the appropriate level(s) , and are certified/credentialed for the Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF), as applicable. At a minimum, we will validate that the background

information provided by their employees charged under this contract is correct, and the employee will hold a minimum of a trustworthy determination. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet the minimum standard for a Position of Trust (SF 85P) (National Agency Check with Inquires (NACI) or Moderate Risk Background Investigation (MBI)), then the individual will be permanently removed from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a security clearance is "denied" for a clearance or receives an "Interim Declination" that individual will be removed from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs will cease charging labor hours directly or indirectly on task and contract.

8.2.1 Personnel Clearance

At times there may be a requirement for some personnel associated with this contract to possess a SECRET clearance. These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as required. Prior to starting work on the task, our personnel will have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and will comply with IT access authorization requirements. In addition, contractor personnel will possess the appropriate IT level of access for the respective task and position assignment as required by DoDD 8500.1, Information Assurance and DoDI 8500.2, Information Assurance (IA) Implementation. Any future revision to the respective directive and instruction will be applied to the TO level as required. Smartronix personnel will handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation will be reported immediately to the respective Government Project Manager.

8.2.2 Access Control of Contractor Personnel

8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel will physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts will comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. Smartronix will initiate and submit a request for visit authorization to the COR in accordance with DoD Manual 5220.22M (NISPOM) not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SPAWARSYSCEN Atlantic facilities/installations, a visit request will be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, visit request documentation will be forwarded directly to the on-site facility/installation security office (to be identified at task order level) via approval by the COR.

(b) Depending on the facility/installation regulations, contractor personnel will present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SPAWARSYSCEN Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor will contact SPAWARSYSCEN Atlantic Security Office directly for latest policy.

(c) As required, a temporary or permanent automobile decal for each contractor personnel may be issued. Smartronix assumes full responsibility for the automobile decal and will be responsible for the return and/or destruction of the automobile decal upon termination of need or of personnel.

(d) All contractor persons engaged in work while on Government property will be subject to inspection of their vehicles at any time by the Government, and will report any known or suspected security violations to the Security Department at that location

8.2.2.2 Identification and Disclosure Requirements

As required in DFARS 211.106, Contractors will take all means necessary to not represent themselves as government employees. All Contractor personnel will follow the identification and disclosure requirement as specified in clause 5252.237-9602.

8.2.2.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel will require a government issued picture badge. While on government installations/facilities, contractors will abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel as required. Contractors will submit valid paper work (e.g., site visit request, request for picture badge, and/or SF85P for CAC card) to the applicable government security office via the contract COR. The contractor's appointed Security Officer or COR will track all personnel holding local government badges at contract or TO level.

8.2.2.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. Smartronix is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel will be able to meet all of the following security requirements prior to work being performed:

(a) In accordance with Directive-Type Memorandum (DTM-08-003), issuance of a CAC will be based on the following four criteria:

1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement will meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Contractor Verification System (CVS).
3. completion of background vetting requirements according to FIPS PUB 201-1 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring a CAC under SSC Atlantic will contact the SSC Atlantic Security Office to obtain the latest requirements and procedures.
4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list will be a valid (unexpired) State or

Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC with PKI, contractor personnel will complete the mandatory IA Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee will complete annual IA training. The following guidance for training and form submittal is provided; however, contractors will seek latest guidance from their appointed company Security Officer and the SSC Atlantic Information Assurance Management (IAM) office:

1. For annual DoD IA Awareness training, contractors will use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Atlantic IAM office at phone number (843)218-6152 or email questions to ssc0lant_iam_office.fcm@navy.mil for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.
2. For SAAR-N form, the contract will use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms will be routed to the IAM office via encrypted email to ssclant_it_secmtg@navy.mil.

8.2.2.5 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel will not access the Navy Enterprise Resource Planning (Navy ERP) system.

8.2.2.6 Personnel Check-in and Check-out Procedures

All SSC Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access will be in compliance with the most current revision of Check-in and Check-out Procedures for Contractors applicable to the facility cited in SPAWARSYSCENCHASNINST 12900.1A. At contract award throughout contract completion, Smartronix will provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract within the required timeframe as cited in the Check-in and Check-out instructions. As required, contractor employees will complete and route the most current revision of the Check-in list (SPAWARSYSCENLANT 12900/6) or Check-out list (SPAWARSYSCENLANT 12900/7) as applicable. Contractor's Security Officer will ensure all contractor employees whose services are no longer required on contract return all applicable government documents/badges to the appropriate government representative.

8.2.3 IT Position Categories

In accordance to DoDI 8500.2, SECNAVINST 5510.30, DoD 8570.01 and applicable to unclassified DoD information systems, a designator will be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

IT-I (Privileged)

IT-II (Limited Privileged)

IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. Smartronix PM will support the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC)

adjudication will be performed in accordance with DoDI 8500.2 and SECNAVINST 5510.30. IT Position Categories will be determined based on the following criteria:

8.2.3.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR will be updated a minimum of every 5 years.

8.2.3.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

8.2.3.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

8.2.4 Security Training

Regardless of the contract security level required, Smartronix will be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the contractor's designated Security Officer will track the following information: security clearance information, dates possessing Common Access Cards, issued & expired dates for SSC Atlantic Badge, Information Assurance (IA) training, Privacy Act training, and Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF) certifications, etc.

8.2.5 Disclosure of Information

Contractor employees will not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by Smartronix, under direction of the government, will not be used for other purposes without the consent of the government Contracting Officer.

8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. As directed in DoDD 5205.02E and SPAWARINST 3432.1, SSC Atlantic's OPSEC program implements requirements in DoD 5205.02 – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, will adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. Smartronix will develop our own internal OPSEC program specific to the contract and based on SSC Atlantic OPSEC requirements. At a minimum, the contractor's program will identify the current SSC Atlantic site OPSEC Officer/Coordinator.

8.3.2 OPSEC Training

Contractor will track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor's OPSEC Manager and will, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the contract/task order, and review OPSEC requirements if working at a government facilities. Any training materials developed by Smartronix will be reviewed by the SSC Atlantic OPSEC Officer, who will ensure it is consistent with SSC Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWAR contracts.

8.3.3 SSC Atlantic OPSEC Program

Contractor will participate in SSC Atlantic OPSEC program briefings and working meetings as required. As required, contractor will complete any OPSEC survey or data call within the timeframe specified.

8.4 DATA HANDLING AND USER CONTROLS

8.4.1 Data Handling

At a minimum, Smartronix will handle all data received or generated under this contract as For Official Use Only (FOUO) material.

8.4.2 Effective Use of Controls

Smartronix will screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. Smartronix will utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. Compliance with Para 7.3.2.1, Data-at-Rest, is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

9.0 GOVERNMENT FACILITIES – Not Applicable

10.0 CONTRACTOR FACILITIES

The contractor's facility will not present a hardship to complete work required on contract. Real time communication will be available and no specific facility location is required. However, in accordance with the Navy accreditation of cloud services, the contractor shall keep all DoD data CONUS.

11.0 CONTRACT PROPERTY ADMINISTRATION

11.1 PROPERTY TYPES

Contract property can either be intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., government property IAW FAR Part 45). Smartronix will have established property management procedures and an appropriate property management point of contact who will work with the assigned Government Property Administrator (PA) to ensure their property management system is acceptable. This contract will have the following property in support of the tasking requirements in PWS Para 3.0.

11.1.1 Intangible Property – Intellectual/Software

11.1.1.1 Government Furnished Information (GFI)

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on the document, certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) will require addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory will be limited to need-to-know and returned at completion of the contract/task order. GFI and its estimated delivery date will be identified at task order level.

11.1.2 Tangible Property – Government Property (GP) – N/A

11.1.2.1 Government-furnished Property (GFP) Not Applicable

11.1.2.2 Contractor-acquired Property (CAP)

As defined in FAR Part 45, Contractor-acquired property (CAP) is property acquired, fabricated, or otherwise provided by Smartronix for performing a contract and to which the Government has title. CAP includes the following:

(a) Contractor Acquired Equipment (CAE) – Property, Plant and Equipment (PP&E) which includes equipment, machine tools, test equipment, etc.

(b) Contractor Acquired Material (CAM) – Operating Material and Supplies (OM&S) which includes materials purchased by Smartronix that will be incorporated into, or attached to a deliverable end item or that may be consumed or expended in performing a TO
CAP will be identified at the task order level.

11.2 TRACKING AND MANAGEMENT – Not Applicable

11.3 TRANSFERRING ACCOUNTABILITY – Not Applicable

11.4 LOST OR DAMAGED ITEMS – Not Applicable

11.5 INVENTORY DISPOSITION– Not Applicable

11.6 PERFORMANCE EVALUATION

Non-compliance with the contract's Government Property terms and conditions will negatively affect the contractor's annual Contractor Performance Assessment Reporting System (CPARS) rating.

12.0 SAFETY ISSUES

12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

Smartronix will be responsible for ensuring the safety of all company employees, other working personnel, and Government property. Smartronix is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. Without government assistance, Smartronix will make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

12.1.1 Performance at government facilities

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, Smartronix will immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, Smartronix is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

13.0 SMALL BUSINESS SUBCONTRACTING PLAN – Not Applicable

14.0 TRAVEL – Not Applicable

5252.223-9200 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008)

(a) If performance of any work under this contract is required at a SPAWAR SSC LANT facility, the Contractor shall contact the SPAWAR SSC LANT Safety Office, code 8351, at 843-218-4008 prior to performance of ANY work under this contract. *The purpose of contacting the Safety and Environmental Office is to obtain and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base.* **Safety and Occupational Health personnel cannot assume a regulatory role relative to oversight of the contractor safety activities and performance except in an imminent danger situation. Administrative oversight of contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.**

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWAR SSC LANT facilities located in the PWS.

(End of clause)

The following have been deleted:

PWS 29SEP13

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 100002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 100003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 200002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 200003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 300002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 300003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 100003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 13-MAR-2014 TO 29-SEP-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 200002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 13-MAR-2014 TO 29-SEP-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 200003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 13-MAR-2014 TO 29-SEP-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 300003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 13-MAR-2014 TO 29-SEP-2014	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$28,086.00 from \$77,350.09 to \$105,436.09.

SUBCLIN 100002:

Funding on SUBCLIN 100002 is initiated as follows:

ACRN: AB

CIN: 130039786600002

Acctng Data: 1741804 12TA 253 44966 068892 2D X00001

Increase: (b)(4)

Total: (b)(4)

Cost Code: 4496640003CQ

SUBCLIN 100003:

Funding on SUBCLIN 100003 is initiated as follows:

ACRN: AC

CIN: 130039786600001

Acctng Data: 9711X8242 PAP4 251 97423 068892 2D XF0002

Increase: (b)(4)

Total: (b)(4)

Cost Code: 688764F2511Q

SUBCLIN 200002:

Funding on SUBCLIN 200002 is initiated as follows:

ACRN: AB

CIN: 130039786600002

Acctng Data: 1741804 12TA 253 44966 068892 2D X00001

Increase: (b)(4)

Total: (b)(4)

Cost Code: 4496640003CQ

SUBCLIN 200003:

Funding on SUBCLIN 200003 is initiated as follows:

ACRN: AC

CIN: 130039786600001

Acctng Data: 9711X8242 PAP4 251 97423 068892 2D XF0002

Increase: (b)(4)

Total: (b)(4)

Cost Code: 688764F2511Q

SUBCLIN 300002:

Funding on SUBCLIN 300002 is initiated as follows:

ACRN: AB

CIN: 130039786600002

Acctng Data: 1741804 12TA 253 44966 068892 2D X00001

Increase: (b)(4)

Total: (b)(4)

Cost Code: 4496640003CQ

SUBCLIN 300003:

Funding on SUBCLIN 300003 is initiated as follows:

ACRN: AC

CIN: 130039786600001

Acctng Data: 9711X8242 PAP4 251 97423 068892 2D XF0002

Increase: (b)(4)

Total: (b)(4)

Cost Code: 688764F2511Q

The following have been added by reference:

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
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The following have been added by full text:

OMBUDSMAN

1. The SPAWAR Atlantic Ombudsman is William Paggi, (843) 218-5110.

The following have been modified:

LIMITATION OF LIABILITY

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

This task order is incrementally funded, and the amount currently available is limited to \$105,436.09. It is estimated that these funds will cover the cost of performance through 29SEP14. Subject to the provisions of the clause entitled, "limitation of funds (far 52.232-22)", of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$105,436.09 shall arise unless additional funds are made available and are incorporated as a modification to the task order.

(a) **Estimated Cost:** The estimated cost of the contractor's performance hereunder, exclusive of the fixed fee and any unexercised option(s), is (b)(4), which amount is based upon data on file in the office

of the Contracting Officer. This sum may be increased from time to time by the Government solely at its discretion. Upon the making of any such increase, the Contracting Officer shall notify the contractor in writing thereof.

(b) **Fixed Fee:** In addition to the estimated cost, the Government shall pay the contractor a fixed fee of (b)(4) for the performance of this contract. Subject to the withholding provided for in the clause of this contract entitled 'Fixed Fee', and unless the Contracting Officer determines that the contractor's performance is unsatisfactory, this fixed fee may be paid, as it accrues in monthly installments, in amounts which, when added to all previous payments on account of the fixed fee, bear the same proportion to the total fixed fee as the sum of the payments made and due on account of all allowable cost bear to the total estimated cost, or where appropriate, such payments of fixed fee will be based upon the percentage of completion of the work as determined from estimate made or approved by the Contracting Officer.

(c) **Estimated Contract Access Fee (CAF):** In addition to the estimated cost, the Government shall pay a CAF of (b)(4) of total obligated amount under this order. The estimated CAF, exclusive of any unexercised option(s), is (b)(4), which amount is based upon data on file in the office of the Contracting Officer. This sum may increase/decrease from time to time by contract modifications to the obligated amounts in Section G of this Order. This sum is invoiced by the contractor, Smartronix, and is the sole responsibility of the contractor for payment of the CAF to National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC). The CAF is for the use of National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officers-Solutions and Partners 3 (CIO-SP3) Small Business Services/Solutions multiple award contract vehicle, Contract: HHSN316201200047W.

(d) **Sum Allotted:** There has been allotted for this contract, inclusive of the fixed fee, the total sum of **\$105,436.09**. Being (b)(4) on account of allowable cost, (b)(4) on account of fixed fee (applied @ (b)(4)), and (b)(4) on account of CAF (applied @ (b)(4)).

The following chart is for clarification:

CLIN / SLIN	TOTAL CPFF CEILING	PREVIOUSLY FUNDED OBLIGATIONS	OBLIGATED THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
1000	\$	(b)(4)			
2000	\$				
3000	\$				
1001	\$				
2001	\$				
3001	\$				
1002	\$				
2002	\$				
3002	\$				
TOTAL	\$ 2,724,497.52	\$77,350.09	\$28,086.00	\$105,436.09	\$ 2,619,061.43

**OPTION YEAR 1 and OPTION YEAR 2 ARE NOT EXERCISED.
THEREFORE THEY ARE NOT INCLUDED IN THE TOTAL.**

The contractor shall cite on each invoice/voucher, in addition to all other requirements of this contract/order, the contract line item number (CLIN); the contract subline item number (SLIN) and accounting classification reference number (ACRN) for the portion, or portions of work being billed as specified in the contract or delivery order. For each ACRN on the invoice/voucher, the contractor shall identify the amount being billed against that ACRN.

SPECIAL INSTRUCTIONS

Special instructions to the paying office:

Type of Contract: Cost Plus Fixed Fee (CPFF) Level of Effort (LOE) term

Kind of Contract: Service Contract

Type of Business: Large Business Performing in U.S.

Surveillance Criticality Designator: C

1. This Order is for Amazon Web Services (AWS) Cloud Hosting – Computing, Storage Utility & Networking on a Cost-Plus-Fixed-Fee (CPFF) basis.

2. This TO is issued against the National Institutes of Health (NIH) Information Technology Acquisition and Assessment Center (NITAAC) Chief Information Officers-Solutions and Partners 3 (CIO-SP3) Small Business Services/Solutions multiple award contract vehicle, Contract: HHSN316201200047W

3. The period of performance for this effort is a base period of 12 months (30 September 2013 through 29 September 2014) and two 12 month option periods (30 September 2014 through 29 September 2015 and 30 September 2015 through 29 September 2016). This task order also includes the Option to Extend Services clause, FAR 52.217-8, which if exercised the period of performance can be extended up to six months (30 September 2016 through 29 March 2017).

4. The ceiling for this Order is (b)(4) and is broken out as follows:

Base Year: \$2,724,497.52

Option Year 1: (b)(4)

Option Year 2: (b)(4)

Total: (b)(4)

5. The withholding requirement under FAR 52.216-8 entitled “Fixed Fee” is hereby waived.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COST VOUCHER

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION (N65236)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	N65236
Inspect By DoDAAC	N65236
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N65236
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA819

Other DoDAAC(s)

N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NOT APPLICABLE

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

The following were previously included by reference and are now included by full text:

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by the COR upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWAR SSC LANT prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to the COR a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

**5252.209-9201 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING)
(DEC 1999)**

(a) This contract provides for systems engineering and related technical support for AWS Cloud Services. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this contract and for a period of one (1) year after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of AWS Cloud Services performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

(End of clause)

**5252.209-9202 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)
(DEC 1999)**

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of AWS Cloud Services. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of AWS Cloud Services. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of one (1) year after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the

specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

5252.209-9203 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of AWS Cloud Services. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)

(a) *Definition.*

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to Smartronix Inc.. This clause shall remain in effect for one (1) year after completion of this contract.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

(End of clause)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

(End of Summary of Changes)